# **EXHIBIT 2**

# COLLECTIVE BARGAINING AGREEMENT BETWEEN PRIDE TRANSPORTATION SERVICES INC. AND

LOCAL 917, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS



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Agreement, made as of this 1<sup>st</sup> day of October, 2019, by and between Teamsters Local 917, its affiliates, assigns, and successors, having its local offices at 24 N. Tyson Ave. 2<sup>nd</sup> floor Floral Park, NY 11001, hereinafter called the "Union" acting for and on behalf of itself and the employees covered by this Agreement, now employed or hereafter to be employed by the employer and:

Pride Transportation Services Inc. 231 Malta Street Brooklyn, NY 11207

(hereinafter called the "Employer").

# WITNESSETH:

In consideration of the mutual covenants, provisions and conditions of this Agreement, and other good valuable consideration, the parties hereto agree as follows:

# ARTICLE 1 - RECOGNITION AND COVERAGE

# Section 1. Recognition

The Union represents that it has been designated by the majority of Employer's employees as the bargaining agent of said employees and has exhibited to the Employer, collective bargaining authorization signed by a majority of such present employee by the Employer. The employer recognized the Union as the sole bargaining agent for all employees of the Employer in the bargaining unit.

# Section 2.

The Bargaining unit covered by this Agreement consists of FULL TIME (30 HOURS OR MORE PER WEEK) DRIVERS & MATRONS (excluding all other employees).

# **ARTICLE 2 - UNION SECURITY**

A) All present employees who are members of the Union on the execution or effective date of this agreement, whichever is later, shall remain members of the Union at least to the extent of paying Union dues and periodic fees including initiation fees related to representational costs. All present employees who are not members of the Union and all employees hired hereafter, shall become and remain members of the Union at least to the extent of paying Union dues and periodic fees including initiation fees related to representational costs on and after the 91<sup>st</sup> consecutive day following the beginning of their employment, or on and after the 91<sup>st</sup> consecutive day following the execution or effective date of this Agreement, whichever is later.

B) In the event an employee covered by this Agreement is declared by the Union not to be in good standing, Union shall notify the Employer in writing of such fact, and the parties shall have ten (10) business days' time to adjust the matter. Should the matter not be adjusted within the allotted time, then the employee in question shall be discharged from the employ of the Employer. For the purpose of this section, "good standing" shall mean the payment of union dues and initiation fees required to obtain or maintain membership in the Union. All terms and conditions of this agreement will apply to all employees after their probationary period, unless otherwise specified.

# **ARTICLE 3 - REAL PARTY INTEREST**

It is agreed that this Agreement shall not vest or create in any employee or group of employees covered thereby any rights or remedies which they or any of them can enforce either at law, equity or otherwise, and whether as principal of third party beneficiary or otherwise, it being understood and agreed on the contrary, that all of the rights and privileges created or implied from this Agreement shall be enforceable only by the parties hereto, and only in the matter established by this Agreement.

#### **ARTICLE 4 - PLANT VISITATION**

Any official representative of the Union shall be permitted to Visit the Employer's premises during work hours, with permission of the management, and provided that such representative shall first report in at the office of the Employer, and provided further that such Union representative shall in no matter interfere with the work of any employee and shall, at all time, comply with plant rules.

# **ARTICLE 5 - SHOP STEWARD**

- A) A shop steward shall be appointed by the Union, or allow an election of same, that there is no violation of this agreement. Under no circumstances shall said employee be discriminated against by reason of being the shop steward. The shop steward shall have the seniority and provided further that the shop steward is able to competently perform all types of the work of the employee displaced.
- B) The shop steward shall suffer no loss of pay for time spent by him during regular working hours in the handling of grievance procedures.

# ARTICLE 6 - RIGHT TO HIRE AND FIRE

- A) The Employer shall have the right to hire, without regard to Union membership or lack of Union membership, such employees as it deems necessary for the efficient operations of its plant.
- B) All new employees covered by this Agreement shall be hired upon a trial basis, and the Employer shall have the absolute right to discharge any employee thus hired at any time within the 1<sup>st</sup> ninety (90) days of their employment, without recourse.

- C) The Employer shall have the right to discharge any employee covered by this Agreement for any good cause. The Union shall have the right to challenge such discharge within five (5) days thereof, and in the event that the Union challenges such discharge the same shall be adjusted as a grievance as hereinafter provided in this agreement. Pending final disposition of said grievance, the need not be retained on the job by the Employer, but in the event that the employee is not retained on the job by the Employer, the arbitrator shall have the right, in his discretion, if he so determines, to order the reinstatement of such employee with or without back pay.
- D) The Employer shall have no right to summarily discharge any employee except for: Conduct detrimental to the Employer's business, or by the authority of the NYC Board of Education, New York State Department of Transportation, and the New York State Department of Motor Vehicles, insubordination, dishonesty, theft, drunkenness, assault, chronic absenteeism or chronic lateness.

# **ARTICLE 7 - ADJUSTMENT OF DISPUTES**

All disputes, complaints, controversies, claims, and grievances between the Employer and the Union, or any group of employees covered by this Agreement with respect to, concerning or growing out of the interpretation, operation, application, performance or claimed breach of any of the terms and conditions of this Agreement shall be adjusted in accordance with the following procedure:

- A) The matter shall be 1st taken up between a representative of the Union and the Employer within five (5) working days after the Union becomes aware of such dispute has arisen. If the said dispute shall not be adjusted within five (5) working days thereafter, then the grievance shall be reduced to writing by the aggrieved party and the matter may be submitted to arbitration upon five (5) working days written notice by either party to the other.
- B) The arbitrator shall be selected by both parties by mutual agreement. In the event that both parties fail to mutually agree on an arbitrator within seventy-two (72) hours, either party may ask the New York State of Mediation to appoint an arbitrator, or such appointee shall be the arbitrator in the matter involved. The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable in law, or in equity. It is expressly understood and agreed, however, that the arbitrator shall not have the power to amend, modify, or alter, or in any way, add to, or subtract from this Agreement, or any provision thereof. The cost of arbitration shall be shared equally by the Employer and the Union.

# **ARTICLE 8 - SENIORITY**

A) The Employer shall have the right to layoff employee covered by this Agreement, according to the needs and requirements for the successful efficient operation of the plant. The layoff shall be governed by the rules of seniority, but the rules of seniority shall not be based on an overall plant seniority only. The layoff shall be effective of the basis of seniority, according to the requirements of the operation and with due consideration being given to

- weather the employee has the knowledge and ability to perform or operate the particular work or machine involved.
- B) All present employees covered by this Agreement shall be entitled to seniority rights. All new employees covered by this Agreement, who have completed ninety and the seniority rights.
- All layoff shall be in inverse order of seniority: that is, the last person hired shall be the first person laid off. In the event additional employees shall be needed, all personnel covered by this Agreement previously laid off within a period of prior thereto, shall be rehired in the order of seniority; that is, the last person laid off shall be the first person hired, provided, however, that any employee so recalled must report for work within three (3) after sending of notification, by mail or telegram, addressed to the employee at his last known address, by the Employer, or failing to do so, shall forfeit his right in the Employer's employ.

# **ARTICLE 9 - CHECK OFF**

The Employer agrees to deduct all Union membership dues and initiation fees, as provided in the Authorization form set forth below, upon condition that at the time of such deduction, the employee shall furnish the Employer with a written authorization executed by the worker in the following form:

"I hereby authorize and direct my Employer to deduct from my wages, and to pay over Teamster 917 Local, including dues and initiation fees (as my membership dues) in said Union, as may be established by the Union and become due to it from me during the effective period of this authorization.

This authorization may be revoked by me as of any anniversary date thereof, or termination date of the collective bargaining agreement, whichever occurs sooner, by written revocation is submitted."

The Employer will notify the Union promptly of any revocation of such authorization received by it.

This authorization shall automatically renew itself unless written revocation is submitted as directed above.

Any monies deducted from the employee are to remain the property of the Union, and in no event shall the Employer be permitted to use said monies for any other purpose, but as stipulated above.

# **ARTICLE 10 - WAVIER OR MODIFICATION**

Neither the Employer nor any employee or group of employees shall have the right to waive or modify any provisions of this Agreement, without the written authorization of the Union.

# **ARTICLE 11 - NO STRIKE**

During the life of this Agreement, there will be no strike, stoppage of work, slow down, picketing, boycotting, and lockout or any other economic pressure or activity of any kind, nature or description between the parties hereto.

# ARTICLE 12 - WELFARE FUND (MEDICAL COVERAGE)

A) The Employer shall contribute to be in the hands of the Fund Administrator on or before the 1<sup>5t</sup> day of the current month, towards the Medical Coverage (2HD & 2FD), the following amount per month for each employee covered by this Agreement who is on the payroll on the first day of the month following sixty (60) calendar days of Employment. Also, the Employer will include a Policy.

| Coverage                  | SINGLE RATE | FAMILY |
|---------------------------|-------------|--------|
| Medical/Hospitalization   |             |        |
| Dental                    |             |        |
| Life Insurance (Included) |             |        |

- B) Benefits provided by the Health Plan for employee covered by this Agreement shall terminated the date that any contribution required on the part of the employee is due and unpaid, or the first date of the month following the date said Welfare Fund notifies the Employer that coverage will no longer be offered for its employees, or the first date of the month following the date an employee ceases to be employed by the Employer. Termination of employment and ceases to be employed shall be defined as cessation of active work by termination, layoff, work stoppage, leave of absence, resignation, quitting, dismissal, being pensioned or retired, or cessation of active work because of disability.
- C) Said Welfare Fund shall comply at all times with all laws and regulations governing such Fund, and the Employer shall have all of the right of contributing Employers provided by law and the Declaration of Trust relating to said Welfare Plan. Trustees of said fund shall have the right to provide for inclusion in the Plan of Union officers, agents, and employees and such persons as they may determine shall be included.
- D) The Employer agrees that the Trust Agreement establishing the Welfare Fund shall be deemed to be as though fully set forth herein and the terms thereof shall bind the Employer as if it were a signatory to the Agreement of Trust made and establishing the Welfare Fund.

- E) All new employees hired on or after October 1, 2007 will be entitled to both single and medical and dental benefits package.

  The company will pay for

  The
  - employee will be responsible for the balance, through payroll deduction weekly.
- F) All new employees hired on or after October 1, 2007 will be entitled to medical coverage
- G) The company does not provide

If an employee provides the Employer with a signed medical Waiver of Coverage (which states that the employee declines said coverage, the company will not provide single medical coverage for that particular employee, the driver will receive an additional \$50 per month and the escort will receive an additional \$25 at the last payroll of the month. If Obama care takes affect the Opt-out will be eliminated.



# ARTICLE 13 - REGULAR WORK WEEK AND WORKDAY

The normal work week of the Drivers covered by this agreement shall be five (5) days per week, up to eight (8) hours per day, twelve (12) hour spread, up to forty (40) hours per week.

The normal work week of the Matrons covered by this agreement shall be five (5) days per week, up to seven (7) hours per day, twelve (12) hour spread, up to thirty-five (35) hours per week.

Wages shall be paid once a week for all work performed the previous week.

# Direct Deposit:

New hires will be offered the option of Direct Deposit, after one year of employment Employees hired prior to the date of ratification will be offered Direct Deposit in October 2016.

#### **ARTICLE 14 - HOLIDAYS**

The following holidays shall be granted to all employees covered by this Agreement, which is to say after the 91<sup>st</sup> consecutive day of employment, irrespective of the day of the week on which such holiday occurs:



If any of the above-named holidays fall on a regular day off, the regular Employees entitled to be paid for the holiday shall receive an additional day's pay or shall be given an additional day off with pay.

In order to be eligible to be paid for a specified holiday, a regular Employee must work the full last regular scheduled workday preceding the holiday and the full first regular scheduled workday following the holiday.

The Holiday pay to which a regular Employee is entitled under this Article shall be to such regular Employee. Holiday pay shall be in addition to the rate of wages that shall be paid to regular Employees under this Agreement for work actually performed by the regular Employee on a designated holiday.

For the purpose of computing entitlement to holiday pay, a regular Employee shall be considered to have worked the full day occurring Monday through Friday during which the Employee is absent from work for either of the following reasons:

- A) The Employer fails to provide work for such day for the Employee
- B) The day is one for which the Employee has been paid for a sick leave.

# ARTICLE 15 - PERSONAL DAYS, FLOATING HOLIDAY & VACATION DAYS

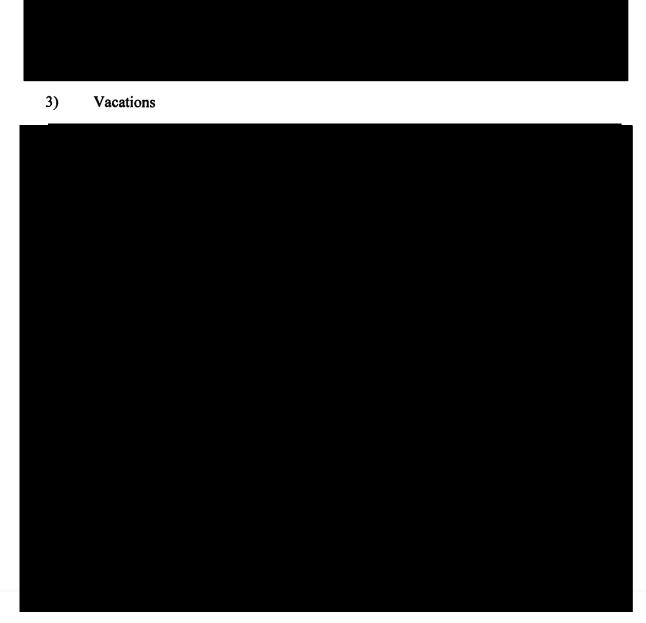
All Employees who have completed their probationary periods of employment shall be entitled to a total per contract year. The amount of Personal pay to be paid in a contract year is computed at the rate of

At no time should the amount of Personal pay be less than required by law.

Any eligible Employee not taking his earned personal leave shall be entitled to pay, at the regular rate of pay, at the end of the year.

To be eligible for personal day the Employee must:

- A) Be a regular Employee, having completed the prescribed trial period, and
- B) Notify the Employer prior to the beginning of the workday that he or she will not be working on that particular day.



**ARTICLE 16-RATES OF PAY** 



# **ARTICLE - 17 DRIVER'S RESPONSIBILITIES**

- 1. Any work that pertains to driving
- 2. Cleanliness of exterior of the vehicle
- 3. Daily worksheets
- 4. Inform maintenance department of any repairs needed
- 5. Check fluids daily (oil, water and battery)
- 6. Check tire pressure
- 7. Speed Limit: 25mph city
- 8. Highway not to exceed posted speed limits
- 9. Adjust mirrors daily (crossover mirror must not be used as a rearview mirror)
- 10. Vehicle must be fueled everyday
- 11. Bus driver must arrive 15 minutes before leaving time for route
- 12. Bus must be at school 15 minutes before dismissal
- 13. Light off & Radio off
- 14. No smoking on Bus
- 15. No food or drinking on bus
- 16. Do not leave the vehicle unattended with clients on board
- 17. Shut off engine when loading and unloading clients REMOVE KEY
- 18. Pick up and drop off clients in front of their door
- 19. Copies of updated run must be turned in whenever they CHANGE
- 20. Read all manuals distributed by company and be responsible for information contained in same
- 21. Report all Accidents

# **ARTICLE 18 - ESCORTS REPONSIBLE**

- 1. Cleanliness of the interior of the bus
- 2. All clients must be seat-belted in
- 3. Attend to clients so that driver is not distracted
- 4. Clients may not be left unattended
- 5. Clients may not eat or drink on bus
- 6. Report all problems with any client in writing to the office
- 7. Escort must arrive ten minutes before the run begins
- 8. Escort must accompany the driver on trips, unless notified by the office
- 9. Escort may not sleep on the bus
- 10. Read all manuals distributed by company and be responsible for information contained in same
- 11. Ensure that the Driver's Trip Sheet is completed noting their hours work during the day. (i.e. AM Run 6:30am 8:30am "2 hours")

# **ARTICLE 19 - TRAFFIC SUMMONS**

All traffic summonses (i.e. Red-light ticket), moving as well as parking violation, are to be paid by the driver operating the vehicle of such summons. Drivers are to bring summons into the office to arrange for payment.

# ARTICLE 20 - NON - HARRASSMENT POLICIES

It is the Employer's policy to prohibit harassment of one employee by another employee or supervisor on any basis including but not limited to age, race, color, handicap, national origin, religion and/or sex. The purpose of this policy is not to regulate employee's personal morality. Rather, it is to assure that, in the workplace, no employee harasses another on any of these bases. While it is not easy to define precisely what any of these bases are, they certainly include any slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, sexual advances, request for sexual favor and other similar verbal or physical contact. Any employee who feel that (s) He is a victim of such harassment should immediately report the matter to their manager or the personnel director. Violations of this policy will not be permitted and may result in discipline, up to and including discharge. If any of these above instances occur please contact John Cronin 718-272-2060 ext. 108 jcronin@empirepara.com or Nicole Giordano 718-272-2060 ext. 110 (Pride's corporate office).

# **ARTCILE 21-LEAVE OF ABSENSE**

Non FMLA leave of absence without pay will be granted to employees for good cause, up to subject to reasonable extension. Good cause for granting a leave of absence shall include, but not limited to, death in his/her immediate family, serious illness of a employee's spouse or child. A leave of absence will only be granted when mutual consent is agreed upon between the Union and the Employer.

# ARTICLE 22: BEREAVEMENT ALLOWANCE

- 1. All employees covered by this Agreement shall be entitled to

  for death in the immediate family. For this
  purpose, immediate family shall be spouse, father, mother, brother, sister, son
  and daughter.
- 2. A copy of the death certificate shall be submitted to the Employer by the employee in order for the time off to be paid

# **ARTICLE 23: SAFETY BONUS**

- 1. All full-time employees with at least one (1) year of continuous service shall be eligible for a Safety Bonus in the amount of
- 2. To be eligible for the bonus, employees must not have a chargeable a) accident, b) injury, c) property or equipment damage and must have worked the entire or d) traffic infraction (i.e. red light ticket or speeding ticket on abstract) preceding 12-month period beginning on November 1<sup>st</sup> and ending on October 31<sup>st</sup>.
- 3. Safety Bonus shall not be subject to proration when an employee resigns or is terminated or leaves the company for whatever reason but shall be subject to proration if the employee is/has been out on workers' compensation or disability.
- 4. Safety bonus will be paid by separate check.

# **ARTICLE 24: ATTENDANCE BONUS**

- 1. Attendance bonus of for full-time drivers & Matrons. Bereavement leave, jury duty, holidays, vacation, personal days and FMLA leave will not count against the attendance bonus. These are the only absences that will not render an employee ineligible for the attendance bonus.
- 2. To be eligible for the bonus, employees must have worked the entire preceding month period beginning on November 1<sup>st</sup> and ending on April 30<sup>th</sup> and May 1<sup>st</sup> and ending on Oct. 31<sup>st</sup>.
- 3. Attendance Bonus shall be subject to proration when an employee resigns, is terminated or leaves the company for whatever reason but shall be prorated when an employee is/has been out on workers' compensation or disability.
  - 4. Attendance bonus will be paid by separate check.

# **ARTICLE 25 – JURY DUTY**

When a Full-time Employee is called for Jury Duty, and provided that said Employee provides Company with a copy of his Jury Duty Summons prior to the commencement of such Jury Duty service, Company shall pay said Employee the difference between the Employee's regular straight-time wages (but which shall not include overtime, if any) and the statutory fees to which said Employee is entitled for serving as a juror for each such day of Jury Duty Service on which the Employee otherwise would have been required to work up to a maximum of two (2) week Company shall have the right to require that an Employee seeking such Jury Duty compensation provide Company with documentary proof of said Employee's actual service on Jury Duty, and the amount of the fees he received for such service.

# **ARTICLE 26 - DURATION**

Local 917, an affiliate of the

This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors, purchasers, assignees and legal representatives. Contract term October 1, 2019 - September 30, 2022.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective officers there into duly authorized the day and year first above written.

Pride Transportation Services Inc.

| INTERNATIONAL BROTHERHOOD  |                   |
|----------------------------|-------------------|
| OF TEAMSTERS               |                   |
| BY Wardluez                | BY BO             |
| Name: DAVID PEREZ          | Name: John Crowin |
| Title: SECRETARY TREASURER | Title: Pizesident |
| ·                          |                   |
| BY Rolph & Ale             |                   |
| BY                         | BY                |
| Name: RASH NATALE          | Name:             |
| Title: PRESIDENT.          | Title:            |